ARTICLE I

GENERAL PROVISIONS

100 Purpose

- 100.01 The park is established in order that there be an area within the community where it is deemed desirable to locate office, industry, manufacturing, processing and related operations. The purpose of this covenant is to govern the types of uses within the park in order to protect occupants, hereinafter referred to as tenant or purchaser, against nuisance created by undesirable neighbors. Governing of use within the park is accomplished by requiring all tenants to conform to certain minimum standards related to smoke, noise, water and air pollution and on sound engineering practices
- 100.02 The purpose of these covenants is to insure, as far as is reasonably possible, the development of a desirable area, the preservation of property values, the increase of the aesthetic beauty, and the improvement of public acceptance which results from a high-quality area. It is anticipated that the firms locating in the area will follow the intent of these covenants.
- 101. Duration of Covenants. This covenant shall be perpetual provided that at any time the owners of a majority of the acreage may, by a written declaration signed by them and recorded in the Chancery Clerk's office, change, alter, amend or extend such restrictions, conditions and covenants as they desire
- 102. Invalidation. Invalidation of any of these conditions, restrictions or covenants by a court of competent jurisdiction shall in no way affect any of the other provisions which shall remain in full force and effect.
- 103. Enforcement of Restrictions. Enforcement of these restrictions may be either by injunction or by action at law for damages.
- 104. Resale and Sublease Rights. Each purchaser of property from the Developer shall be required to develop the property in the manner as outlined by these covenants. Should no development take place on the property and the purchaser wishes to sell to a second party, he must receive permission in writing from the Developer. If for some reason the Developer refuses this permission, then the Developer must repurchase the property from the purchaser at the original purchase price. All subleases must be approved by the Developer
- 105. Recapture. If, after the expiration of one (1) year from the date of execution of a sales contract agreement on any part, parcel, tract, tracts or lot within the park, any tenant shall not have begun in good faith the construction of any acceptable building upon said part, parcel, tract, tracts or lot, the Developer retains the option to refund the purchase price and enter into possession of the land. However, the Developer has the right to grant an extension if needed

106. Permitted Uses.

106.01 Warehouse, office building, manufacturing or processing establishment are permitted; but no lot, land, premises, place or building shall be used and no building or structure shall be erected or placed which is arranged, intended or designed to be used for any purpose or business which is considered dangerous or unsafe, or which constitutes a nuisance, or which is noxious or offensive because of emission of dust, odor, gas, smoke, fumes or noise

106.02 Retail sale of any commodity, manufactured, fabricated or processed on the premises may be permitted

107. Prohibited Uses.

107.01 No land or building shall be used or occupied which does not conform to the standards set forth herein. In addition, the following uses are specifically prohibited:

107.01-01	Residential construction
107 01-02	Commercial incineration
107 01-03	Junkyards
107 01-04	Rubbish, garbage or trash dumps
107 01-05	Outside storage, unless in conformance with the appropriate section herein
107 01-06	Retail sale of any commodity which is not incidental to its on-premise manufacture, fabrication or processing
107.01-07	Rendering plant

ARTICLE II

ARCHITECTURAL CONTROL AND DEVELOPMENT STANDARDS

200.01 General. No improvements shall be erected, placed, altered, maintained or permitted to remain on any portion of the Property nor shall any remodeling be commenced until plans and specifications for such improvements or remodeling showing the site plan layout and all exterior elevations with materials and colors therefor, together with signs and landscaping, shall have been submitted in duplicate to and approved in writing by the Developer. Nothing in the section shall prohibit routine exterior maintenance of any structure without the written approval of the developer.

200.02 Purpose of Architectural Control. The purpose of Architectural Control is to prevent the erection of structures built of improper design and/or materials, to encourage the erection of attractive improvements at appropriate locations and to prevent haphazard and inharmonious improvements, all for the benefit of all owners in the Northwest Industrial Park. But nothing in this Article nor in this Declaration shall be construed or interpreted to mean the Developer, its employees, agents, successors or assigns, assumes any responsibility for the structural design of any improvement

200.03 Site Plans. Prior to construction or alteration of any building or improvement on a building lot, two (2) sets of site plans and specifications for such building or alteration shall be submitted to the Developer. Written approval of such plan by the Developer shall be proof of compliance with these restrictions. The site plans shall be drawn to a scale not greater than one (1) inch equals fifty (50) feet and shall show the following:

200.03-01	All lot line dimensions
200.03-02	Building setback, side line, and rear yard distances
200.03-03	Location of all proposed buildings
200 03-04	Location of off-street parking areas with dimensions showing parking
	spaces, access drives, traffic circulation, and the location and description of
	any lighting in connection with the parking area. This includes the location
	and dimensions of all loading and unloading docks and area
200.03-05	Location and description of all proposed signs
200.03-06	Type of surface paving and curbing
200.03-07	Storm drainage facilities and means of disposal of storm water
200.03-08	All landscaping, fences, walls or similar facilities to be provided
200.03-09	Location of all structures within one hundred (100) feet of the property
200 03-10	The specific types of material to be used in construction.

- 200.04 If the site plan is rejected by the Developer, the applicant shall remedy any and all elements in the plan prior to further consideration
- 200.05 Approval If the Developer, for valid reasons in its judgement, withholds architectural approval and if the Owner does not agree with the Developer and feels aggrieved by such action, the owner may appeal to the Jackson City Council
- 200.06 Basis for Approval. Architectural approval will be based on the conformity and harmony of external design with neighboring structures, the effect which the location and use of the proposed improvement will have on other improvements in the Northwest Industrial Park, the relation of topography, grad and finish ground elevation of the portion of the park being improved to that of other improved portions of the park, the proper facing of the main elevations of the proposed improvements with respect to nearby streets and the conformity of the plans, materials, and colors to generally accepted architectural standards

Exterior walls shall be designed and constructed of finished concrete, masonry, brick, or curtain wall construction Finished shall mean painted, coated and/or sealed to provide a uniform and pleasing appearance Exterior walls shall be masonry, brick, concrete or curtain wall construction, except where special consideration for architecturally acceptable alternative materials and design shall be allowed where approval is given by the Developer Exterior walls of exposed (non-finished), concrete, masonry, corrugated or sheet metal shall not be permitted. Corrugated and lap metal panels having exposed screws or other exposed fasteners shall not be permitted as a wall, curtain wall or for architectural ornamentation. Asbestos and other hazardous rated materials shall not be incorporated into any construction in the park

Exterior walls shall be painted or otherwise finished in a manner acceptable to the Developer and no building shall be painted, repainted, stuccoed or resurfaced with any material until and unless the Developer approves the color and/or material in writing. The Developer shall not arbitrarily or unreasonably withhold architectural approval.

- 200.7 Proceeding With Work. Upon receipt of approval of the site plan and specifications by the Developer, the party to whom the same is given shall, as soon as practicable, satisfy all conditions of such approval which may be imposed by the Developer and shall thereafter diligently proceed with commencement and completion of all proposed construction and alterations. In all cases work shall be commenced within one (1) year from the date of such approval. If there is a failure to comply with this Section, then the approval given pursuant to this Article shall be deemed revoked unless Developer upon request made prior to the expiration of said one (1) year period extends the time for commencing such work.
- 200.8 Completion of Work. After commencement of the construction and alterations referred to above, the work shall be diligently pursued so that the portion of the property to be improved shall not remain in a partly finished condition any longer than reasonably necessary for the completion thereof. With regard to excavation, and without limiting any other provisions of the Declaration, no excavation shall be made on, and no sand, clay, gravel, soil or other material shall be removed from the property except in connection with the construction or alteration of

improvements approved in the manner set forth in this article. Upon completion any such operations, exposed openings or excavations shall be backfilled and disturbed ground shall be graded, leveled and paved or landscaped in accordance with the previously approved plans and specifications. In any event, completion of construction or alteration of such improvements shall be within two (2) years after the commencement thereof except for so long as completion is rendered impossible or would result in great hardship due to strikes, fires, national emergencies, natural calamities or other supervening forces beyond the control of the Owner or Occupant proposing such development. In addition, and without limiting any other provision of this Declaration, landscaping (in the manner previously approved pursuant to the provisions of the Article) shall be installed within nine (9) months following the occupancy or completion (whichever shall first occur) of the improvements, unless this time limit shall be extended in writing by the Developer. Failure to comply with the provisions of this Section shall constitute a breach of this Declaration and shall subject the defaulting party or parties to all of the enforcement procedures set forth in this Declaration and to any other remedies provided by law or equity

- 200.9 Certificate of Estoppel. After written demand is delivered to the Developer and upon payment of a reasonable fee (not to exceed \$50 00) established by the Developer, there shall be recorded in the office of Chancery Clerk of Hinds County in Jackson, Mississippi, an Estoppel Certificate executed by the Developer and certifying that as of the date thereof either, (1) any designated improvements made or other work done complies with the requirements of this Declaration; or (2) such improvements or work do not so comply in which event the Certificate shall identify the non-complying improvements or work and set forth with particularly the cause or causes for such non-compliance. Any lessee, purchaser or encumbrancer in good faith for value shall be entitled to rely on such Certificate with respect to the matters set forth therein, such matters being conclusive as between the Developer and all such subsequent parties in interest.
- 200.10 Liability. The Developer, his agents, employees, assigns and successors, shall not be liable for any damage, loss or prejudice suffered or claimed on account of (1) the approval or disapproval of any plans, drawings and specifications whether or not defective; (2) the construction or performance of any work whether or not pursuant to approved plans, drawings and specifications; (3) the development of any part of the property; or (4) the execution or filing of an Estoppel Certificate pursuant to the preceding Section whether or not the facts therein are correct; so long as the Developer has acted in good faith on the basis of actual knowledge possessed
- 200.11 Required Conditions. The following standards shall be minimum criteria considered by the Developer in approving plans and specifications:
 - 200.11-01 Parcel Size. The minimum parcel to be developed shall be three (3) acres.
- 200.11-02 Building Coverage. Aggregate building coverage, including all structures developed on a parcel as a unit, shall not exceed 50 percent (50%)
- 200,11-03 Accessory Buildings. Accessory buildings shall be located at least twenty-five (25) feet from a principal building.

- 200,11-04 Minimum Building Setback. The minimum building setback from any street shall be thirty (30) feet measured from the street right-of-way line. No building structure of any kind and no parking will be permitted in this setback zone but owner will be permitted to cross through this zone with walks and drives and install identification signs as hereinafter delineated. Examples of the type appurtenances referred to here are fountains, monuments and statues.
- 200.11-05 Purpose of Setback Zone. The purpose of this setback zone is to establish a landscaped open space along both sides of and parallel to streets for the enhancement of all of the park. In accomplishing this goal, and in order to maintain continuity of landscaping in this setback zone, the Developer may in the exercise of his rights of Architectural Control, require a more extensive landscape scheme in the setback zone than elsewhere
- 200.11-06 Signs in Setback Zone. Ground signs will be permitted in the setback zone with the exact sign location to be approved in writing by the Developer
- 200.11-07 Landscaping. All portions of any parcel not developed with buildings or parking shall be landscaped Each tenant in the park shall maintain his landscaping in a safe, clean and attractive condition and comply in all respects with all applicable government, health, fire and police requirements and regulations. Planting areas are to be kept free of weeds and debris and lawns and grounds covers are to be kept trimmed and/or mowed regularly All plantings shall be kept in a healthy and growing condition with fertilization, cultivation and tree pruning to be carried out as part of regular maintenance. Any damage to plantings caused by vandalism, automobiles or acts of nature shall be corrected. Should the Owner, it's successors, or assignee find any tenant negligent in this regard, it may give notice of the fact to the offending party within ten (10) days of the receipt thereof, said party shall initiate corrective measures. Effective disregard of notice shall give the Owner, its successors, or assigns a right to enter the offending premises and undertake necessary maintenance at the expense of the tenant thereof. Failure to reimburse the owners, its successors, or assigns for these services within forty-five (45) days after billing shall create a lien against the property in question. Tenants in the park shall exert their best efforts to preserve the natural beauty of their respective properties and, in this regard, shall not needlessly destroy or remove live trees, other than those in an area marked for construction
- 200.11-08 Landscaping Plans Approval. Landscaping Plans approval shall be a part of Architectural Control as more fully explained in this Article.
- 200,11-09 General Requirements. Each site shall be landscaped according to generally accepted standards and custom. Landscaping shall consist of an effective combination of trees, ground cover, shrubbery, plants and/or contoured earth beams. Full coverage of ground cover is required within six (6) months after completion of construction, unless this time limit is extended in writing by the Developer.
- 200.11-10 Undeveloped Areas. Undeveloped areas proposed for future expansion shall be maintained so as to present an attractive appearance, but need not be landscaped.

- 200.11-11 Parking. Parking shall not be permitted on streets within the park. Off-street parking shall be provided in compliance with the following standards:
 - (a) All driveways and parking areas shall be constructed with a hard-surfaced pavement and shall include adequate drainage facilities to dispose of all storm water
 - (b) Off-street parking areas shall be used for the parking of passenger vehicles or commercial and other vehicles incident to the business conducted on the property. No commercial repair work or any services of any kind shall be conducted on such parking areas
 - (c) Area lighting shall be arranged so that the direct source of lighting is away from adjacent streets, and other tenants in the Park
- 200.11-12 Loading and Unloading. For each industry, at least one loading and unloading space shall be provided and shall be located in other than the front yard.
- 200.11-13 Parking Lot Trees. Trees equal in number to one (1) per each twenty-five (25) parking stalls shall be provided in all parking areas
- 200.11-14 Screening. Areas used for parking shall have the view intercepted by landscaping, including shrubbery, plants and/or contoured earth mounds and/or fencing of the type to be approved by the Developer, from access streets. Plant materials used for screening purposes shall consist of lineal or grouped masses of shrubs and/or trees of a sufficient size and height to meet this requirement when mature
- 200,11-15 Curbs. All landscaped areas shall be separated from adjacent vehicular areas by a wall or curb, at least six (6) inches higher than the adjacent vehicular area.
- 200,11-16 Storage Areas. All outdoor storage or water treatment areas shall be visually screened from access streets and adjacent property
- 200.11-17 Refuse Collection Areas. All outdoor refuse collection areas shall be visually screened from access streets and adjacent property. Said screening shall form a complete opaque screen. No refuse collection area or pickup point shall be permitted between a street and the minimum building line. Minimum width for landscaping shall be 3'-0" around refuse collection areas.
- 200,11-18 Temporary Structures. No structure of a temporary character of any kind shall be permitted on any property except during the construction period. This is not to preclude the Developer from using temporary building as a Sales Office or Information Office as long as such a temporary structure is compatible with the letter and intent of these covenants

200.12 Other Conditions. All plans and specifications shall be prepared under the direction of a professional engineer and/or architect register in the State of Mississippi and shall bear his seal. Published codes and regulations to be complied with in the design shall be:

200 12-01	Southern Standard Building Code
200.12-02	Southern Standard Plumbing Code
200 12-03	Southern Gas Code
200.12-04	Southern Mechanical Code
200 12-05	National Electrical Code
200 12-06	Flammable and Combustible Liquids Code
200 12-07	A R E A. Standards for Spur Tracks
200 12-08	Any other published codes pertinent to a particular industry.
200.12-09	Approval obtained from the Mississippi Air and Water Pollution Control
	Commission and the U.S. Environmental Protection Agency.

200.13 Minimum Standards. All of the following minimum standards must be complied with:

- (a) Fire and Explosion Hazards. All activities shall be carried on only in structures which conform to the National Board of Fire Underwriters' standards concerning the plant operation and storage of explosive raw materials, fuels, liquids and finished products
- (b) Radioactivity. All activities located within the industrial park shall comply with the Code of Federal Regulations, "Standards for Protection Against Radiation."
- (c) Smoke, Fumes, Gases, Dust, Odors. There shall be no excessive emission of any smoke, fumes, gas, dust, or odors. These and any other atmospheric pollutant which is detectable to the human senses, except sight, at the boundaries of the lot occupied by the emitter are prohibited. In any case, the limit of such emission of air pollutants shall be subject to the approval of the Mississippi Air and Water Pollution Control Commission.
- (d) Vibration. There shall be no vibration which is discernible to the human sense of feeling beyond the immediate site on which such activity is conducted.
- (e) Liquid or Solid Wastes. All methods of sewage and industrial waste treatment and disposal shall be approved by the City of Jackson and Mississippi State Health Department and the Mississippi Air and Water Pollution Control Commission. More specifically, all sanitary waste <u>must</u> be discharged into the sanitary sewer system. The volume, quality and strength of all liquid waste shall be discharged into the sewer in strict accordance with the regulations of the City of Jackson
- (f) Site Drainage. No driveways, walks or parking areas may be constructed across any drainage ditch, channel or swale without providing adequate concrete culverts or waterway openings for natural drainage. Such culverts or structures shall provide the minimum waterway opening and shall be at the proper gradient. No rain and storm water

runoff or such drainage as roof water, street pavement, and surface water caused by natural precipitation or groundwater from footing or foundation drains or other subsurface water drainage shall at any time be discharged into or permitted to flow into the sanitary sewer system

- 200.14 Signs. Signs visible from the exterior of any building may be lighted, but no signs or any other contrivance shall be devised or constructed so as to rotate, gyrate, blink or move in any animated fashion. Signs shall be restricted to advertising of the person, firm, company or corporation operating the use conducted on the site or the products sold thereon
- 200,14-01 Permanent Identification Signs. The following permanent identification signs are allowable:
 - (a) Wall sign--a wall sign may be used provided it does not comprise more than fifteen percent (15%) of the area of the wall elevation upon which the sign is located and provided further that the sign is surface mounted on the building to which it is attached. Such sign shall not comprise more than two hundred (200) square feet Signs painted directly on the surface of the wall shall not be allowed. Any sign of any kind with individual letters, symbols or figures, applied or mounted directly, shall be measured by a rectangle around the outside of the lettering and/or pictorial symbol and calculating the area enclosed by such line.
 - (b) Facia sign--Facia mounted identification signs shall be limited to two (2) facades for each building and structure. No sign shall exceed an area equal to one (1) square foot of sign for each one (1) square foot of lineal frontage of the building. However, no sign of any kind shall exceed two hundred (200) square feet in area per face.
 - (c) Ground sign--ground signs shall allow one (1) square foot for each linear foot of street frontage not to exceed two hundred (200) square feet. There can be only one (1) ground sign per entity street front and said sign shall not exceed four (4) feet above grade in vertical height.
- 200.14-02 Temporary Identification Signs. The following temporary identification sign shall be permitted.
 - (a) Sale or Lease sign--a sign advertising the sale or lease of the site shall be permitted in addition to other signs listed in this Article provided the said sign does not exceed a maximum of thirty-two (32) square feet
 - (b) Construction and/or Future Tenant sign--one (1) construction sign denoting the architects, engineers, contractor, and other related subjects, shall be permitted upon the commencement of construction. Said sign shall be permitted until such time as a final inspection of the building designates the said structure fit for occupance, or the tenant is

occupying the said building, whichever occurs first Said sign shall not exceed a maximum area of sixty-four (64) square feet.

- (c) Directional sign--temporary directional signs used to give directions to traffic or pedestrians or give instruction as to special conditions shall be permitted provided they do not exceed a total of four (4) square feet (double face) in area and shall be permitted in addition to the other signs in this section Said sign shall be no taller than two (2) feet and have a setback from street property line of five (5) feet
- 200.14-03 Special Purpose Signs. The following Special Purpose signs shall be permitted:
 - (a) Permanent Directional sign--signs used to give directions to traffic or pedestrians as to special conditions shall be permitted provided they do not exceed a total of twelve (4) square feet in area per face, double faced and shall be permitted in addition to other signs permitted in these covenants.
 - (b) Commercial signs--building identification signs on commercial buildings, even though multi-tenanted, shall be limited to a single (1) entity. Building identification signs shall have an area not to exceed one (1) square foot signs shall have an area not to exceed one (1) square foot of surface for each one (1) foot of lineal frontage of building. However, no sign shall exceed two hundred (200) square feet per face. Building identification signs shall be limited to two (2) facades.
- 200.14-04 Maintenance. All signs indicated in this section shall be maintained in a neat and orderly fashion. Periodic inspection to insure proper maintenance may be made by the Developer
- 200.14-05 Nothing in this Article of Declaration shall be construed to preclude approval by the Developer of plans and specificating based on the provisions of other Articles in this Declaration

ARTICLE III

UTILITIES AND RELATED SERVICES

300. Electric Power Electric power for the site may only be provided by franchised electric utility serving the area At present, Mississippi Power & Light Company is the franchisee, and information may be obtained by contacting its Jackson office

301. Fuel.

- 301.01 Natural gas service for the site may only be provided by any legal franchise operator in the area
- 301.02 Bulk storage of all liquids, including gasoline or petroleum products, on the outside of buildings shall be permitted only in such locations approved by the Developer in writing, and subject to compliance with the rules and regulations of any governmental agency or agencies having jurisdiction over such matters
- 302. Telephones. Telephone service is acquired through the Jackson exchange and service may be arranged through the business office of South Central Bell Telephone Company.
- 303. Water. Water for fire protection, process, and potable use shall be supplied through the existing water system to tenants at the rates established by the owner of the water utility. The owner of the water utility, or its successor, shall have the right to revise any rates at its discretion. It shall be the responsibility of the tenant to connect onto the Owner-supplied water mains in the existing or proposed utility or road right-of-way. All water mains constructed by the tenant shall be in conformance with standards of the Developer. The tenant is required to purchase and install a water meter at his own expense. The meter shall then become the property of the Owner and be serviced and maintained by the Owner. Private water wells shall be prohibited without prior approval of the Developer.
- 304. Sanitary Sewerage. It shall be the responsibility of the tenant to connect to the public wastewater collection system in the existing or proposed utility or road right-of-way. With prior written approval, small quantities of certain liquid industrial waste and wastewater may be injected into the collection system. It shall be the tenant's responsibility to treat all nondomestic waste not permitted in the public waste treatment facilities
- 305. Streets and Roads. It shall be the responsibility of the tenant to construct his own entrance road, including culverts and drainage ditches, from the edge of the existing or proposed public street or road. Construction on Owner's property shall conform to Standard Specifications for Construction of Streets, Pavements, Sewers, and Water Distribution System, Department of Public Works, City of Jackson and shall be approved by the Developer.
- 306. Land Areas. Helicopter vertical takeoff/landing areas are permitted on the purchaser's property provided all pertinent federal and state regulations are met.

ARTICLE IV

SERVICES WITHOUT DISCRIMINATION

- 400.01 That all facilities constructed in said Park shall provide services without discrimination to all person without regard to race, color, religion, sex or national origin.
- 400.02 This restriction shall be in lieu of any other restrictions or covenants, if any, heretofore applicable to said property
- 400.03 The grantee or purchaser of any lot or site in this Park, by the acceptance of a deed or other transfer thereof, agrees to be bound by the restriction contained herein

ARTICLE V

OTHER PROVISIONS

- 500.01 Construction. The provisions of this Declaration shall be liberally construed and interpreted at all times in such a way as to effectuate the purposes of the Declaration in creating and carrying out a uniform plan for the development of the properties.
- 500.02. Attorney's Fees. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, by reference or otherwise, the prevailing party or parties shall also be entitled to an award of reasonable attorney's fees, in such amount as may be fixed by the court in such proceedings. All remedies provided herein or a law or in equity shall be cumulative and not exclusive
- 500.03 Developer Held Harmless. Each and every Owner and Occupant of any portion of the Property or who holds any interest in the Property shall and does, by accepting title to its interest in the Property, agree to indemnify, defend, and hold harmless the Developer, his agents, employees and successors, against and form all claims for injury or death to persons, or damage to or loss of property arising out of the construction, use, operation and/or maintenance of the improvements on the portion of the Property occupied by, owned by or under the control of such Owner or Occupant, the use and/or possession of such portion of the Property, and the conduct of business and any other activities by such Owner or Occupant or his guests and invites on any portion of the property
- 500.04 Minerals. No exploration or production activities for oil, gas, coal, shale or other minerals may be carried on at any time on any of the properties.
- 500.05 Multiple Occupance. The owner of any office building in Northwest Industrial Park shall have the right to build for multiple occupance of tenants, provided that the lessees of such spaces meet and comply with all of the restrictions, covenants and provisions of this Declaration.
- 500.06 Livestock and Poultry Prohibited. No animals, livestock or poultry of any kind shall be raised, bred or kept any of the property
- 500,07 Conflict. In any conflict between conditions and restrictions of this Declaration and any applicable City, County or State code or regulation, the more restrictive or higher standard shall govern